

EXHIBIT 3

NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT

This NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT ("Agreement") is made at Delhi on _____ [date] day of _____ [month] 20____ [year]

By and Between

Eli Research India Private Limited, a company incorporated under the Companies Act 1956 having its registered office at _____ and corporate office at _____, herein after called as "Eli Research" the term which shall include all its group companies, subsidiaries, affiliates, successors and assigns)

AND

ABHAY K JAISWANI

_____ ("Employee") having its permanent address as _____ local address as _____ holding PAN. _____, Aadhar No. _____

_____ hereby agree and promise as follows:

DEFINITIONS

"**Confidential Information**" shall mean any technical, commercial or other information relating to Eli Research and shall include without limitation, all information, research, development, designs, information, business activities and plans, list of clients/speakers, the method and manner of doing business, trade secrets, security procedures, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, vendor, customer and distributor names, pricing information, market definitions, business and financial plans, inventions, and ideas, information and materials related to the Eli Research's operations, business activities and plans, the method and manner of doing business which are not generally known and which Employee may learn through or because of association with the Eli Research. It shall include information which is disclosed orally, in writing, pictorial, graphic, magnetic, electrical or machine readable form or any other form, from time to time, by Eli Research to the Employee. In addition, the existence of this Agreement and the discussions between Eli Research and the Employee and the contents and subject matter hereof and thereof shall be deemed Confidential Information.

"**Intellectual Property Rights**" shall mean the rights to patents, designs, trade secrets, copyrights, databases, know-how, computer source code, list of clients & speakers and all other Intellectual Property Rights, in each case whether registered or unregistered and with or without goodwill and includes applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world in that intangible property exemplified by the foregoing list but not limited thereto;

"**Computer**" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

"**Computer Network**" means the interconnection of one or more Computers or Computer systems or Communication device through- (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained;

"**Computer System**" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer program electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions;

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"Computer Resource" means computer, communication device, computer system, computer network, data, Computer Database or software;

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer. Unless otherwise indicated, terms used in this agreement have the same meaning as that stated in the Information Technology Act, 2000 in INDIA and UK Data Protection Act 1988;

"Computer Database" means a representation of information, knowledge, facts, concepts or instructions in text, image, audio, video that are being prepared or have been prepared in a formalized manner or have been produced by a computer, computer system or computer network and are intended for use in a computer, computer system or computer network;

"Eli Materials"

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (d) listserv content; (e) information regarding customers and subscribers including customer and subscriber lists/databases and information; (f) information regarding prospective customers and subscribers including prospect lists/databases; (g) source lists/databases; (h) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or developed or derived by Eli Research at any time; (i) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, or any person or entity associated or doing business with Eli Research; (j) subscription rates or product pricing; (k) operations and operating procedures; (l) business development and marketing techniques; (m) information about acquisition targets or plans; (n) patents and patent applications; (o) copyrights and copyright applications; (p) trademark and trademark applications; (q) information about disputes between Eli Research and any person or entity; (r) information about litigation involving Eli Research; (s) guidelines, manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (t) information and data regarding renewal rates or conversion rates; (u) customer or subscriber surveys or feedback; (v) technology whether related to internal operations or external business such as product delivery; (w) advertising criteria, techniques, and pricing; (x) all financial data or any materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (y) all other commercially sensitive information owned by Eli Research.

Scope

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as "Eli Materials."
4. Employee agrees that in furtherance of the access to Eli Materials, the employee shall be given access to computer, computer system, computer network, Computer Database, data, computer source code, list of clients/speakers, various processes relating to various processes and work of Eli Research.
5. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.
6. Employee understands and agrees that this Agreement regulates and governs the processing of data including personal data of vendors, clients, customers, speakers, suppliers and other business associates. It confirms a uniform and globally

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acceptable data protection rights, Intellectual Property Rights and standard for data protection, based on universally accepted and recognized laws and principles. The agreement provides pre-requisite for the exchange of data and information between the companies, business associates and their employees, authorized representatives, where the data/subject shall always be for the Eli Research's use and shall in no way be processed for personal gains.

7. Employee understands and agrees that Eli Research has implemented requisite technical and organizational measures for the protection of data and Eli material. These measures protect data, Confidential Information from unlawful processing and unauthorized access and/or non-permitted disclosure, as well as accidental loss, modification, or destruction. These technical and organizational measures are subject to constant revision in accordance with technological developments and organizational changes.

Ownership

8. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, computer, computer source, computer network or personnel, are and shall remain the property of Eli Research.
9. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials, data, computer source code, Computer Database, information and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
10. Employee acknowledges and agrees that it has been specifically employed by Eli Research for the performance of duties as detailed to employee and also for development of work, data, Computer Database, Eli material, etc. Employee further acknowledges and agrees that the work, data, Computer Database, Eli material, computer source code etc. conceived, made, developed and/or created by employee, either solely or jointly with others pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a "work made for hire" for copyright purposes, with all Intellectual Property Rights vesting and accruing therein owned by Eli Research. The employee hereby confirm, certify and state that the content provided/developed by the employee under this agreement for the Programs/projects and other assignments is original and developed by the employee as a 'Work for hire' for Eli Research. The employee confirms that all the rights, title and interests in the content including information, data, Computer Database shall stand vested and owned by Eli Research worldwide. The employee hereby further assign any/all rights, title and interest if any belonging or owned by employee to Eli Research and shall sign whatever documents in future as are required in this regard. The employee further undertook that it has no objection, in Eli research using such content including information, data, Computer Database, in any manner for any purpose at its own discretion including exercising the right to amend, modify, reproduce, display or sell such content including information, data, Computer Database to any third party for any further commercial use or to use the same in furtherance of its business and trade.

To the extent that the work product of the employee under this Agreement is not considered a "work made for hire", employee hereby, without any further consideration, irrevocably assigns to Eli Research, its successors and assigns, all rights, title and interest in and to the work product of employee under this Agreement, free and clear of all liens and encumbrances, which shall be the sole property of Eli Research. Employee hereby agrees to assist Eli Research (at Eli Research's expense) in perfecting its title with respect to such work product and filing applicable registrations thereon. Employee shall execute all documents and do all other things (including testifying at Eli Research's expense) necessary or proper to obtain all applicable registrations thereon and to vest with full title thereto. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employees inventions and works.

Preservation of Trade Secrets

11. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials and information, data, computer database, computer source code pertaining to Eli Research and such other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli

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Research, at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.

12. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify to his/her reporting manager and head of Human Resource Department of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
13. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
14. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.
Employee agree and acknowledge the fact that in case of failure of delivery of Eli Material by the employee or in case of retaining of the copy of Eli Material, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, by the employee whether directly or with the aid or any third party including any existing employee of Eli Research, shall irrespective to the fact that Employee has obtained No Objection Certificate/ Clearance from Eli Research or not or whether or not utilized the same for himself or whether during or after employment has passed on the said information to any third party, whether for gain of any nature/form or otherwise the employee shall be guilty of offence of breach of confidentiality, criminal breach of trust, criminal misappropriation of property and such other offences as shall be applicable and Eli research shall be well within its right to initiate appropriate legal action before the court of law and employee shall be liable to deposit all money made with Eli Research along with the disclosure of details of third party and the manner of use of such information.

Devotion of Services

15. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research. Employee further agrees that at the time of joining of Eli Research, the employee shall declare the details of his association with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for fixed fee or profit sharing bases and from the date of joining Eli Research and during the tenure of service, shall not be engaged himself/herself with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for consideration or otherwise.
Employee by executing this instant agreement agree and acknowledge that in furtherance of the service of employee with Eli Research or otherwise, the employee, in absence of any written permission from Eli Research shall not:
 - (a) access or secure access to such computer, computer system or computer network or computer resource, owned by Eli Research, its associate and/or client;
 - (b) download, copy or extract any data whether in personal devices/personal email ids or otherwise, computer data base or information from such computer, computer system or computer network, owned by Eli Research, its associate and/or client, including information or data held or stored in any removable storage medium
 - (c) Introduce or causes to be introduced any computer contaminant or computer virus into any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (d) Damage or causes to be damaged any computer, computer system or computer network, data, computer data base or any other programs residing in such computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (e) Disrupt or causes disruption of any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (f) deny or causes the denial of access to any person authorized to access any computer, computer system or computer network, owned by Eli Research, its associate and/or client, by any means;
 - (g) provide any assistance to any person to facilitate access to a computer, computer system or computer network, owned by Eli Research, its associate and/or client, in contravention of the provisions of Information Technology Act 2000 [as amended by the Act of 2008], rules or regulations made thereunder including any other/further amendment,

Signature

- (h) Tamper with or manipulate any computer, computer system, or computer network, owned by Eli Research, its associate and/or client;
 - (i) Destroy, delete or alter any information residing in a computer resource, owned by Eli Research, its associate and/or client or diminishes its value or utility or affects it injuriously by any means
 - (j) Steal, conceal, destroy or alters or causes any person to steal, conceal, destroy or alter any computer source code used for a computer resource, owned by Eli Research, its associate and/or client, with an intention to cause damage or to make benefit or otherwise.
16. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research. It is agreed by employee that during the tenure of employment of employee with Eli research, the employee shall not send any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages. It is further agreed by the employee that during the tenure of employment of employee with Eli research, it shall not receive or retain any stolen computer resource or communication device knowing or having reason to believe the same to be stolen computer resource or communication device. Further during the tenure of employment of employee with Eli research, the employee shall not fraudulently or dishonestly make use of the electronic signature, password or any other unique identification feature of any other person. It is agreed by employee that it shall during the tenure of the employment with Eli Research shall not whether directly or indirectly, involve himself/herself an act of Cyber Terrorism.
17. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform the reporting manager and head HR in writing, of the Employee's knowledge in that regard.

Non-Competition

18. Employee understands and agrees that the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act and other allied laws as in force in India. Further Employee understands and agrees that the said Trade Secrets are liable to be protected from any unauthorized person and the failure to protect the trade secret shall be inter alia an offence punishable inter alia the provisions of Indian Penal Code and Information Technology Act.
19. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes of Eli Research.
20. Employee understands and agrees that any disclosure of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes of Eli Research, would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.
21. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes.
22. Employee agrees and promises that during his/her employment with Eli Research (whether voluntarily or involuntarily), the Employee shall not, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research. The Employee further agrees and warrants that during his/her course of employment with the Eli Research and thereafter, it shall not circumvent the business or roles of the Eli Research for its own benefits while/by dealing with the clients/vendors/partners /agents/representatives of Eli Research.

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23. Employee agree and acknowledges that in case of breach of any of the terms of this agreement by the employee, any employee/officer or any third party as authorized by Eli Research may investigate the matter for the understanding of the circumstances surrounding the personal data security breach. It is further agreed by the employee that investigation may include on-site examination of systems, emails, documents, data and procedures and could lead to a recommendation to inform data subjects about a security breach incident where a data controller has not already done so. It is further agreed by the employee that the investigation as to the breach as committed by the employee by the person as specified under this clause shall in no manner be causing any prejudice to the employee and in no manner be termed as breach/violation of any of the right as vested in employee under law in force.

Non-Solicitation

24. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.
25. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm and Eli Research shall be well within its right to claim all losses and damages from the employee resulting from the above said activity.
26. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.
27. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any source, or contributor, subscriber, advertiser, customer or business of Eli Research, list of clients/ speakers/service providers and other employees of Eli Research even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival

28. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
29. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

30. Employee understands and agrees that this agreement compliments the employment agreement and in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and Eli research in addition to the rights as available will be entitled to

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injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods. Employee agrees that in case of breach of this instant agreement by the employee the losses as shall be suffered by the company cannot be calculated in an exact manner as such in the manner of pre-estimation of losses employee agrees to compensate to Eli Research with a sum equivalent to yearly remuneration as agreed to be paid by the company to employee in addition to the actual losses and damages.

31. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, whereas in case of termination of employment the employee will have to mandatorily serve the notice period of Two Months unless waived by the management in writing and in case of termination of employment by Eli Research the same can be done either with two months prior notice or salary in lieu thereof.
32. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification

33. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
34. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.
35. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

36. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant.
37. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
38. The parties agree that this Agreement is to be governed by and construed under the laws of India. The courts at Delhi shall be having jurisdiction over the matter related to this agreement. Without prejudice to the understanding as agreed in this clause, the Employee also agrees and acknowledges that Eli Research shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement, even through its parent company Eli Global the agreed governing law for which is laws of State of North Carolina and courts of Durham, North Carolina shall have exclusive jurisdiction in this regard.
39. Employee do hereby undertake that it is competent to enter into this agreement and the execution of this agreement shall in no way violate any other agreement/understanding. Employee further agree and declare that the employee is signing this agreement at his/her own free will free from any misrepresentation and there are no existing agreements/understanding as

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agreed/executed by employee which are in violation of this instant agreement. Employee further undertake and declare that employee is not Director, Partner, Associate whether directly or indirectly with any business involved in same/similar/competitive business operations that of Eli Research.

40. This Agreement is confidential in nature and is subject to copyright protection. Unauthorized distribution of this document is not permitted and the employee is not entitled to share the copy of this agreement with anyone without prior permission from Eli Research, except where law enforcement agencies have requested a delay for investigative purposes. Even in such circumstances consideration should be given to informing affected data subjects to Eli Research as soon as the progress of the investigation allows.

41. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 3rd day of APRIL 2017.

Asaiwal
Employee's Signature

For Eli Research India Private Limited

**NON-COMPETITION, CONFIDENTIALITY,
AND NON-SOLICITATION AGREEMENT**

This NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT is made at Delhi on 22/08/2014 [date] day of Monday [month] 2014 [year]
Between

Eli Research India Private Limited, a company incorporated under the Companies Act 1956 having its registered office at New Delhi and corporate office at Farridabad, herein after called as "Eli Research" the term which shall include its subsidiaries, affiliates, successors and assigns

and

Sagar Saxena ("Employee") having his permanent address as [REDACTED] local address as [REDACTED] PAN NO. [REDACTED], Aadhar No. [REDACTED] hereby agree and promise as follows:

RECITAL -Business of Eli Research

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as "Eli Materials."



4. Employee agrees that in furtherance of the access to Eli Materials, the employee shall be given access to computer, computer system, computer network, computer database, data, computer source code, list of clients/speakers, various processes relating to various processes and work of Eli Research.
5. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.
6. Employee understands and agrees that this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT regulates and governs the processing of data including personal data of vendors, clients, customers, speakers, suppliers and other business associates. It confirms a uniform and globally acceptable data protection rights, Intellectual Property Rights and standard for data protection, based on universally accepted and recognized laws and principles. The agreement provides prerequisite for the exchange of data and information between the companies, business associates and their employees, authorized representatives, where the data/subject shall always be for the Eli Research's use and shall in no way be processed for personal gains.
7. Employee understands and agrees that Eli Research has implemented requisite technical and organizational measures for the protection of data and Eli material. These measures protect data, confidential information from unlawful processing and unauthorized access and/or non-permitted disclosure, as well as accidental loss, modification, or destruction. These technical and organizational measures are subject to constant revision in accordance with technological developments and organizational changes.

DEFINITION -

Access – Access means gaining entry into, instructing or communicating with the logical, arithmetical, or memory function resources of a computer, computer system or computer network.

"ConfidentialInformation" shall mean any technical, commercial or other information relating to Eli Research and shall include without limitation, all information, research, development, designs, information, business activities



and plans, list of clients/speakers, the method and manner of doing business, trade secrets, security procedures, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, vendor, customer and distributor names, pricing information, market definitions, business and financial plans, inventions, and ideas, information and materials related to the Eli Research's operations, business activities and plans, the method and manner of doing business which are not generally known and which Employee may learn through or because of association with the Eli Research. It shall include information which is disclosed orally, in writing, pictorial, graphic, magnetic, electrical or machine readable form or any other form, from time to time, by Eli Research to the Employee. In addition, the existence of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** and the discussions between Eli Research and the Employee and the contents and subject matter hereof and thereof shall be deemed Confidential Information.

"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over the matters associated with this instant agreement or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

"Intellectual Property Rights" shall mean the rights to patents, designs, trade secrets, copyrights, databases, know-how, computer source code, list of clients & speakers and all other intellectual property rights, in each case whether registered or unregistered and with or without goodwill and includes applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world in that intangible property exemplified by the foregoing list but not limited thereto;

"Law(s)" shall mean all applicable laws including the Information Technology Act as amended upto date, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority, whether in effect on the date of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** or thereafter;



"NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT" shall mean this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT in accordance with the provisions of this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT;

"Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

"Computer Network" means the interconnection of one or more Computers or Computer systems or Communication device through- (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained;

"Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer program electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions;

"Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software;

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer. Unless otherwise indicated, terms used in this agreement have the



same meaning as that stated in the Information Technology Act, 2000 in INDIA and UK Data Protection Act 1988;

"Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device;

"Function", in relation to a computer, includes logic, control, arithmetical process, deletion, storage and retrieval and communication or telecommunication from or within a computer;

"Information" includes data, message, text, images, sound, voice, codes, computer programs, software and databases or micro film or computer generated micro fiche;

"Originator" means a person who sends, generates, stores or transmits any electronic message or causes any electronic message to be sent, generated, stored or transmitted to any other person but does not include an intermediary;

"Computer Contaminant" means any set of computer instructions that are designed - (a) to modify, destroy, record, transmit data or program residing within a computer, computer system or computer network; or (b) by any means to usurp the normal operation of the computer, computer system, or computer network;

"Computer Database" means a representation of information, knowledge, facts, concepts or instructions in text, image, audio, video that are being prepared or have been prepared in a formalized manner or have been produced by a computer, computer system or computer network and are intended for use in a computer, computer system or computer network;

"Computer Virus" means any computer instruction, information, data or programme that destroys, damages, degrades or adversely affects the performance of a computer resource or attaches itself to another computer resource and operates when a programme, data or instruction is executed or some other event takes place in that computer resource;

"Damage" means to destroy, alter, delete, add, modify or re-arrange any computer resource by any means;



"Computer Source Code" means the listing of programmes, computer commands, design and layout and programme analysis of computer resource in any form;

"Electronic mail" and **"Electronic Mail Message"** means a message or information created or transmitted or received on a computer, computer system, computer resource or communication device including attachments in text, image, audio, video and any other electronic record, which may be transmitted with the message.

Processing of personal data is any action that serves to organize, access, collect, save, combine, store, change, use, transmit, distribute, pass on or reconcile the data, carried out with or without the assistance of automated processes, which shall include deleting, destroying, or blocking data and data storage media.

"Eli Materials"

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (c) listserv content; (d) information regarding customers and subscribers including customer and subscriber lists/databases and information; (e) information regarding prospective customers and subscribers including prospect lists/databases; (f) source lists/databases; (g) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or developed or derived by Eli Research at any time; (h) Editorial Advisory Board member information lists/databases; (i) Consulting or Contributing Editors' information lists/databases; (j) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, Editorial Advisory Board member, Consulting Editor, Contributing Editor, or any person or entity associated or doing business with Eli Research; (k) subscription rates or product pricing; (l) operations and operating procedures; (m) business development and marketing techniques; (n) information about acquisition targets or plans; (o) patents and patent applications, (p) copyrights and copyright applications; (q) trademark and trademark applications; (r) information about disputes between Eli Research and any person or entity; (s) information about litigation involving Eli Research; (t) editorial guidelines,



editorial manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (u) information and data regarding renewal rates or conversion rates; (v) customer or subscriber surveys or feedback; (w) technology whether related to internal operations or external business such as product delivery; (x) advertising criteria, techniques, and pricing; (y) all financial data or any materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (z) all other commercially sensitive information owned by Eli Research.

Interpretation:

In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, except where the context otherwise requires:

- (a) References to "**Rupees**" and to "**Rs.**" are references to the lawful currency of the Republic of India;
- (b) Any reference to a Law, statute or provision includes a reference to that Law, statute or provision as from time to time modified, amended or re-enacted or as its application is modified by other provisions and to any repealed statute or statutory provision which it re-enacts (with or without modification) and to any delegated legislation or regulation made under its terms;
- (c) References to a particular recital, article or annexure shall be a reference to that recital, article or annexure in or to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT;
- (d) In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, the headings are inserted for ease of reference only and shall not be used to define, interpret or limit any of the provisions of this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT; and



- (e) Words importing the singular shall include the plural & vice versa and references to natural persons shall include bodies corporate & vice versa. Any reference to third party shall mean any person or entity other than a Party to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT or an affiliate of such Party

Ownership

8. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, computer, computer source, computer network or personnel, are and shall remain the property of Eli Research.
9. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials, data, computer source code, computer database, information and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
10. Employee acknowledges and agrees that he/she has been specifically employed by Eli Research for the performance of duties as detailed to employee and also for development of work, data, computer database, Eli material, etc. Employee further acknowledges and agrees that the work, data, computer database, Eli material, computer source code etc. conceived, made, developed and/or created by employee, either solely or jointly with others pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a "work made for hire" for copyright purposes, with all intellectual property rights vesting and accruing therein owned by Eli Research. The employee hereby confirm, certify and state that the content provided/developed by the employee under this agreement for the Programs/projects and other assignments is original and developed by the employee as a 'Work for hire' for Eli Research. The employee confirms that all the rights, title and interests in the content including information, data, computer database shall stand vested and owned by Eli Research worldwide. The employee hereby further assign any/all rights, title and



interest if any belonging or owned by employee to Eli Research and shall sign whatever documents in future as are required in this regard. The employee further undertook that he/she has no objection, in Eli research using such content including information, data, computer database, in any manner for any purpose at its own discretion including exercising the right to amend, modify, reproduce, display or sell such content including information, data, computer database to any third party for any further commercial use or to use the same in furtherance of its business and trade.

To the extent that the work product of the employee under this Agreement is not considered a "work made for hire", employee hereby, without any further consideration, irrevocably assigns to Eli Research, its successors and assigns, all rights, title and interest in and to the work product of employee under this Agreement, free and clear of all liens and encumbrances, which shall be the sole property of Eli Research. Employee hereby agrees to assist Eli Research (at Eli Research's expense) in perfecting its title with respect to such work product and filing applicable registrations thereon. Employee shall execute all documents and do all other things (including testifying at Eli Research's expense) necessary or proper to obtain all applicable registrations thereon and to vest with full title thereto. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employees inventions and works.

Preservation of Trade Secrets

11. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials and information, data, computer database, computer source code pertaining to Eli Research and such other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computersystem, computer network of Eli Research, at all times (including after the termination of Employee's



employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.

12. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify to his/her reporting manager and head of Human Resource Department of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
13. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
14. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.

Employee agree and acknowledge the fact that in case of failure of delivery of Eli Material by the employee or in case of retaining of the copy of Eli Material, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computersystem, computer network of Eli Research, by the employee whether directly or with the aid or any third party including any existing employee of Eli Research, shall irrespective to the fact that Employee has obtained No Objection Certificate/ Clearance from Eli Research or not or whether or not utilized the same for himself or whether during or after employment has passed on the said information to any third party, whether for gain of any nature/form or otherwise the employee shall be guilty of offence of breach of confidentiality, criminal breach of trust, criminal misappropriation of property and such other offences as shall be applicable and Eli research



shall be well within its right to initiate appropriate legal action before the court of law and employee shall be liable to deposit all money made with Eli Research along with the disclosure of details of third party and the manner of use of such information.

Devotion of Services

15. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research. Employee further agrees that at the time of joining of Eli Research, the employee shall declare the details of his association with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for fixed fee or profit sharing bases and from the date of joining Eli research and during the tenure of service, shall not be engaged himself/herself with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for consideration or otherwise.

Employee by executing this instant agreement agree and acknowledge that in furtherance of the service of employee with Eli Research or otherwise, the employee, in absence of any written permission from Eli Research shall not:

- (a) access or secure access to such computer, computer system or computer network or computer resource, owned by Eli Research, its associate and/or client;
- (b) download, copy or extract any data whether in personal devices/personal email Ids or otherwise, computer data base or information from such computer, computer system or computer network, owned by Eli Research, its associate and/or client, including information or data held or stored in any removable storage medium
- (c) Introduce or causes to be introduced any computer contaminant or computervirus into any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
- (d) Damage or causes to be damaged any computer, computer system or computernetwork, data, computer data base or any other programs



residing in such computer, computer system or computer network, owned by Eli Research, its associate and/or client;

- (e) Disrupt or causes disruption of any computer, computer system or computernetwork, owned by Eli Research, its associate and/or client;
 - (f) deny or causes the denial of access to any person authorized to access any computer, computer system or computer network, owned by Eli Research, its associate and/or client, by any means;
 - (g) provide any assistance to any person to facilitate access to a computer, computer system or computer network, owned by Eli Research, its associate and/or client, in contravention of the provisions of Information Technology Act 2000 [as amended by the Act of 2008], rules or regulations made thereunder including any other/further amendment,
 - (h) Tamper with or manipulate any computer, computer system, or computer network, owned by Eli Research, its associate and/or client;
 - (i) Destroy, delete or alter any information residing in a computer resource, owned by Eli Research, its associate and/or client or diminishes its value or utility or affects it injuriously by any means
 - (j) Steal, conceal, destroy or alters or causes any person to steal, conceal, destroy or alter any computer source code used for a computer resource, owned by Eli Research, its associate and/or client, with an intention to cause damage or to make benefit or otherwise.
16. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research. It is agreed by employee that during the tenure of employment of employee with Eli research, the employee shall not send any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages. It is further agreed by the employee that



during the tenure of employment of employee with Eli research, he/she shall not receive or retain any stolen computer resource or communication device knowing or having reason to believe the same to be stolen computer resource or communication device. Further during the tenure of employment of employee with Eli research, the employee shall not fraudulently or dishonestly make use of the electronic signature, password or any other unique identification feature of any other person. It is agreed by employee that it shall during the tenure of the employment with Eli Research shall not whether directly or indirectly, involve himself/herself an act of Cyber Terrorism.

17. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform the reporting manager and head HR in writing, of the Employee's knowledge in that regard.

Non-Competition

18. Employee understands and agrees that the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act and other allied laws as in force in India. Further Employee understands and agrees that the said Trade Secrets are liable to be protected from any unauthorized person and the failure to protect the trade secret shall be inter alia an offence punishable inter alia the provisions of Indian Penal Code and Information Technology Act.
19. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research.



20. Employee understands and agrees that any disclosure of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research, would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.
21. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes.
22. Employee agrees and promises that for twenty four (24) months following the termination (whether voluntarily or involuntarily) of Employee's employment relationship with Eli Research, the Employee shall not, in India, the Philippines, or North America, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research at the time of the termination of Employee's employment.
23. Employee agree and acknowledges that in case of breach of any of the terms of this agreement by the employee, any employee/officer or any third party as authorized by Eli Research may investigate the matter for the understanding of the circumstances surrounding the personal data security breach. It is further agreed by the employee that investigation may include on-site examination of systems, emails, documents, data and procedures and could lead to a recommendation to inform data subjects about a security breach incident where a data controller has not already done so. It is further agreed by the employee that the investigation as to the breach as committed by the employee by the person as specified under this clause shall in no manner be causing any prejudice to the employee and in no manner be termed as breach/violation of any of the right as vested in employee under law in force.

Non-Solicitation



24. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.
25. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm and Eli Research shall be well within its right to claim all losses and damages from the employee resulting from the abovesaid activity.
26. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.
27. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any source, contributing editor, consulting editor, editorial advisory board member, or contributor, subscriber, advertiser, customer or business of Eli Research, list of clients/ speakers/serviceproviders and other employees of Eli Research even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival



28. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
29. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

30. Employee understands and agrees that this agreement compliments the employment agreement and in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and Eli research in addition to the rights as available will be entitled to injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods. Employee agrees that in case of breach of this instant agreement by the employee the losses as shall be suffered by the company cannot be calculated in an exact manner as such in the manner of pre-estimation of losses employee agrees to compensate to Eli Research with a sum equivalent to yearly remuneration as agreed to be paid by the company to employee in addition to the actual losses and damages.



31. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, whereas in case of termination of employment the employee will have to mandatorily serve the notice period of Two Months unless waived by the management in writing and in case of termination of employment by Eli Research the same can be done either with two months prior notice or salary in lieu thereof.
32. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification

33. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
34. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.
35. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

36. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is



severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant.

37. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
38. The parties agree that this Agreement is to be governed by and construed under the laws of India. The courts at Delhi shall be having jurisdiction over the matter related to this agreement. That in case of dispute the parties to this agreement agree to submit the same before the sole arbitrator as appointed under Arbitration and Conciliation Act. The venue for Arbitration shall be at Delhi. Without prejudice to the understanding as agreed in this clause. The parties to this agreement also agree that this Agreement shall also be governed by and construed under the laws of the State of North Carolina, without regard to the State's choice of laws' provisions and that the Superior Court for Durham County, North Carolina shall also be having powers to adjudicate the dispute between the parties under this agreement.
39. Employee do hereby undertake that he/she is competent to enter into this agreement and the execution of this agreement shall in no way violate any other agreement/understanding. Employee further agree and declare that the employee is signing this agreement at his/her own free will free from any misrepresentation and there are no existing agreements/understanding as agreed/executed by employee which are in violation of this instant agreement. Employee further undertake and declare that employee is not Director, Partner, Associate whether directly or indirectly with any business involved in same/similar/competitive business operations that of Eli Research.
40. This **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** is confidential in nature and is subject to copyright protection. Unauthorized distribution of this document is not permitted and the employee is not entitled to share the copy of this agreement with any one without prior permission from Eli Research, except where law enforcement agencies have requested a delay for investigative purposes. Even in such circumstances consideration should



be given to informing affected data subjects to Eli Research as soon as the progress of the investigation allows.

41. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 22nd day of Monday, 2016.



Employee's Signature

For Eli Research India Private Limited



**NON-COMPETITION, CONFIDENTIALITY,
AND NON-SOLICITATION AGREEMENT**

This NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT is made at Delhi on 16 [date] day of May [month] 2016 [year]
Between

Eli Research India Private Limited, a company incorporated under the Companies Act 1956 having its registered office at New Delhi and corporate office at Faridabad, herein after called as "Eli Research" the term which shall include its subsidiaries, affiliates, successors and assigns

and

Dr. Ranjeeta Basra Korgaonkar ("Employee") having his permanent address as [REDACTED] address as same PAN NO. [REDACTED], Aadhar No. [REDACTED] hereby agree and promise as follows:

RECITAL -Business of Eli Research

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as "Eli Materials."

Ranjeeta Korgaonkar

4. Employee agrees that in furtherance of the access to Eli Materials, the employee shall be given access to computer, computer system, computer network, computer database, data, computer source code, list of clients/speakers, various processes relating to various processes and work of Eli Research.
5. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.
6. Employee understands and agrees that this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT regulates and governs the processing of data including personal data of vendors, clients, customers, speakers, suppliers and other business associates. It confirms a uniform and globally acceptable data protection rights, Intellectual Property Rights and standard for data protection, based on universally accepted and recognized laws and principles. The agreement provides prerequisite for the exchange of data and information between the companies, business associates and their employees, authorized representatives, where the data/subject shall always be for the Eli Research's use and shall in no way be processed for personal gains.
7. Employee understands and agrees that Eli Research has implemented requisite technical and organizational measures for the protection of data and Eli material. These measures protect data, confidential information from unlawful processing and unauthorized access and/or non-permitted disclosure, as well as accidental loss, modification, or destruction. These technical and organizational measures are subject to constant revision in accordance with technological developments and organizational changes.

DEFINITION -

Access – Access means gaining entry into, instructing or communicating with the logical, arithmetical, or memory function resources of a computer, computer system or computer network.

"ConfidentialInformation" shall mean any technical, commercial or other information relating to Eli Research and shall include without limitation, all information, research, development, designs, information, business activities

Ranjeet Kargankar

and plans, list of clients/speakers, the method and manner of doing business, trade secrets, security procedures, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, vendor, customer and distributor names, pricing information, market definitions, business and financial plans, inventions, and ideas, information and materials related to the Eli Research's operations, business activities and plans, the method and manner of doing business which are not generally known and which Employee may learn through or because of association with the Eli Research. It shall include information which is disclosed orally, in writing, pictorial, graphic, magnetic, electrical or machine readable form or any other form, from time to time, by Eli Research to the Employee. In addition, the existence of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** and the discussions between Eli Research and the Employee and the contents and subject matter hereof and thereof shall be deemed Confidential Information.

"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over the matters associated with this instant agreement or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

"Intellectual Property Rights" shall mean the rights to patents, designs, trade secrets, copyrights, databases, know-how, computer source code, list of clients & speakers and all other intellectual property rights, in each case whether registered or unregistered and with or without goodwill and includes applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world in that intangible property exemplified by the foregoing list but not limited thereto;

"Law(s)" shall mean all applicable laws including the Information Technology Act as amended upto date, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority, whether in effect on the date of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** or thereafter;

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"NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT" shall mean this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT in accordance with the provisions of this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT;

"Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

"Computer Network" means the interconnection of one or more Computers or Computer systems or Communication device through- (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained;

"Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer program electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions;

"Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software;

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer. Unless otherwise indicated, terms used in this agreement have the

Karjanta Kargankar

same meaning as that stated in the Information Technology Act, 2000 in INDIA and UK Data Protection Act 1988;

"Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device;

"Function", in relation to a computer, includes logic, control, arithmetical process, deletion, storage and retrieval and communication or telecommunication from or within a computer;

"Information" includes data, message, text, images, sound, voice, codes, computer programs, software and databases or micro film or computer generated micro fiche;

"Originator" means a person who sends, generates, stores or transmits any electronic message or causes any electronic message to be sent, generated, stored or transmitted to any other person but does not include an intermediary;

"Computer Contaminant" means any set of computer instructions that are designed - (a) to modify, destroy, record, transmit data or program residing within a computer, computer system or computer network; or (b) by any means to usurp the normal operation of the computer, computer system, or computer network;

"Computer Database" means a representation of information, knowledge, facts, concepts or instructions in text, image, audio, video that are being prepared or have been prepared in a formalized manner or have been produced by a computer, computer system or computer network and are intended for use in a computer, computer system or computer network;

"Computer Virus" means any computer instruction, information, data or programme that destroys, damages, degrades or adversely affects the performance of a computer resource or attaches itself to another computer resource and operates when a programme, data or instruction is executed or some other event takes place in that computer resource;

"Damage" means to destroy, alter, delete, add, modify or re-arrange any computer resource by any means;

Ranjana Kogarkar

"Computer Source Code" means the listing of programmes, computer commands, design and layout and programme analysis of computer resource in any form;

"Electronic mail" and **"Electronic Mail Message"** means a message or information created or transmitted or received on a computer, computer system, computer resource or communication device including attachments in text, image, audio, video and any other electronic record, which may be transmitted with the message.

Processing of personal data is any action that serves to organize, access, collect, save, combine, store, change, use, transmit, distribute, pass on or reconcile the data, carried out with or without the assistance of automated processes, which shall include deleting, destroying, or blocking data and data storage media.

"Eli Materials"

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (d) listserv content; (e) information regarding customers and subscribers including customer and subscriber lists/databases and information; (f) information regarding prospective customers and subscribers including prospect lists/databases; (g) source lists/databases; (h) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or developed or derived by Eli Research at any time; (i) Editorial Advisory Board member information lists/databases; (j) Consulting or Contributing Editors' information lists/databases; (k) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, Editorial Advisory Board member, Consulting Editor, Contributing Editor, or any person or entity associated or doing business with Eli Research; (l) subscription rates or product pricing; (m) operations and operating procedures; (n) business development and marketing techniques; (o) information about acquisition targets or plans; (p) patents and patent applications, (q) copyrights and copyright applications; (r) trademark and trademark applications; (s) information about disputes between Eli Research and any person or entity; (t) information about litigation involving Eli Research; (u) editorial guidelines,

Rajesh Raghav

editorial manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (u) information and data regarding renewal rates or conversion rates; (v) customer or subscriber surveys or feedback; (w) technology whether related to internal operations or external business such as product delivery; (x) advertising criteria, techniques, and pricing; (y) all financial data or any materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (z) all other commercially sensitive information owned by Eli Research.

Interpretation:

In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, except where the context otherwise requires:

- (a) References to "**Rupees**" and to "**Rs.**" are references to the lawful currency of the Republic of India;
- (b) Any reference to a Law, statute or provision includes a reference to that Law, statute or provision as from time to time modified, amended or re-enacted or as its application is modified by other provisions and to any repealed statute or statutory provision which it re-enacts (with or without modification) and to any delegated legislation or regulation made under its terms;
- (c) References to a particular recital, article or annexure shall be a reference to that recital, article or annexure in or to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT;
- (d) In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, the headings are inserted for ease of reference only and shall not be used to define, interpret or limit any of the provisions of this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT; and

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- (e) Words importing the singular shall include the plural & vice versa and references to natural persons shall include bodies corporate & vice versa. Any reference to third party shall mean any person or entity other than a Party to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT or an affiliate of such Party

Ownership

8. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, computer, computer source, computer network or personnel, are and shall remain the property of Eli Research.
9. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials, data, computer source code, computer database, information and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
10. Employee acknowledges and agrees that he/she has been specifically employed by Eli Research for the performance of duties as detailed to employee and also for development of work, data, computer database, Eli material, etc. Employee further acknowledges and agrees that the work, data, computer database, Eli material, computer source code etc. conceived, made, developed and/or created by employee, either solely or jointly with others pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a "work made for hire" for copyright purposes, with all intellectual property rights vesting and accruing therein owned by Eli Research. The employee hereby confirm, certify and state that the content provided/developed by the employee under this agreement for the Programs/projects and other assignments is original and developed by the employee as a 'Work for hire' for Eli Research. The employee confirms that all the rights, title and interests in the content including information, data, computer database shall stand vested and owned by Eli Research worldwide. The employee hereby further assign any/all rights, title and

Ranjita Kargankar

interest if any belonging or owned by employee to Eli Research and shall sign whatever documents in future as are required in this regard. The employee further undertook that he/she has no objection, in Eli research using such content including information, data, computer database, in any manner for any purpose at its own discretion including exercising the right to amend, modify, reproduce, display or sell such content including information, data, computer database to any third party for any further commercial use or to use the same in furtherance of its business and trade.

To the extent that the work product of the employee under this Agreement is not considered a "work made for hire", employee hereby, without any further consideration, irrevocably assigns to Eli Research, its successors and assigns, all rights, title and interest in and to the work product of employee under this Agreement, free and clear of all liens and encumbrances, which shall be the sole property of Eli Research. Employee hereby agrees to assist Eli Research (at Eli Research's expense) in perfecting its title with respect to such work product and filing applicable registrations thereon. Employee shall execute all documents and do all other things (including testifying at Eli Research's expense) necessary or proper to obtain all applicable registrations thereon and to vest with full title thereto. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employees inventions and works.

Preservation of Trade Secrets

11. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials and information, data, computer database, computer source code pertaining to Eli Research and such other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computersystem, computer network of Eli Research, at all times (including after the termination of Employee's

Rajete Kargankar

employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.

12. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify to his/her reporting manager and head of Human Resource Department of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
13. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
14. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.

Employee agree and acknowledge the fact that in case of failure of delivery of Eli Material by the employee or in case of retaining of the copy of Eli Material, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computersystem, computer network of Eli Research, by the employee whether directly or with the aid or any third party including any existing employee of Eli Research, shall irrespective to the fact that Employee has obtained No Objection Certificate/ Clearance from Eli Research or not or whether or not utilized the same for himself or whether during or after employment has passed on the said information to any third party, whether for gain of any nature/form or otherwise the employee shall be guilty of offence of breach of confidentiality, criminal breach of trust, criminal misappropriation of property and such other offences as shall be applicable and Eli research

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shall be well within its right to initiate appropriate legal action before the court of law and employee shall be liable to deposit all money made with Eli Research along with the disclosure of details of third party and the manner of use of such information.

Devotion of Services

15. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research. Employee further agrees that at the time of joining of Eli Research, the employee shall declare the details of his association with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for fixed fee or profit sharing bases and from the date of joining Eli research and during the tenure of service, shall not be engaged himself/herself with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for consideration or otherwise.

Employee by executing this instant agreement agree and acknowledge that in furtherance of the service of employee with Eli Research or otherwise, the employee, in absence of any written permission from Eli Research shall not:

- (a) access or secure access to such computer, computer system or computer network or computer resource, owned by Eli Research, its associate and/or client;
- (b) download, copy or extract any data whether in personal devices/personal email Ids or otherwise, computer data base or information from such computer, computer system or computer network, owned by Eli Research, its associate and/or client, including information or data held or stored in any removable storage medium
- (c) Introduce or causes to be introduced any computer contaminant or computervirus into any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
- (d) Damage or causes to be damaged any computer, computer system or computernetwork, data, computer data base or any other programs

Kareeta Kagekar

- residing in such computer, computer system or computer network, owned by Eli Research, its associate and/or client;
- (e) Disrupt or causes disruption of any computer, computer system or computernetwork, owned by Eli Research, its associate and/or client;
 - (f) deny or causes the denial of access to any person authorized to access any computer, computer system or computer network, owned by Eli Research, its associate and/or client, by any means;
 - (g) provide any assistance to any person to facilitate access to a computer, computer system or computer network, owned by Eli Research, its associate and/or client, in contravention of the provisions of Information Technology Act 2000 [as amended by the Act of 2008], rules or regulations made thereunder including any other/further amendment,
 - (h) Tamper with or manipulate any computer, computer system, or computer network, owned by Eli Research, its associate and/or client;
 - (i) Destroy, delete or alter any information residing in a computer resource, owned by Eli Research, its associate and/or client or diminishes its value or utility or affects it injuriously by any means
 - (j) Steal, conceal, destroy or alters or causes any person to steal, conceal, destroy or alter any computer source code used for a computer resource, owned by Eli Research, its associate and/or client, with an intention to cause damage or to make benefit or otherwise.
16. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research. It is agreed by employee that during the tenure of employment of employee with Eli research, the employee shall not send any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages. It is further agreed by the employee that

Kajal Kaganekar

during the tenure of employment of employee with Eli research, he/she shall not receive or retain any stolen computer resource or communication device knowing or having reason to believe the same to be stolen computer resource or communication device. Further during the tenure of employment of employee with Eli research, the employee shall not fraudulently or dishonestly make use of the electronic signature, password or any other unique identification feature of any other person. It is agreed by employee that it shall during the tenure of the employment with Eli Research shall not whether directly or indirectly, involve himself/herself an act of Cyber Terrorism.

17. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform the reporting manager and head HR in writing, of the Employee's knowledge in that regard.

Non-Competition

18. Employee understands and agrees that the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act and other allied laws as in force in India. Further Employee understands and agrees that the said Trade Secrets are liable to be protected from any unauthorized person and the failure to protect the trade secret shall be inter alia an offence punishable inter alia the provisions of Indian Penal Code and Information Technology Act.
19. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research.

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20. Employee understands and agrees that any disclosure of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research, would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.
21. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes.
22. Employee agrees and promises that for twenty four (24) months following the termination (whether voluntarily or involuntarily) of Employee's employment relationship with Eli Research, the Employee shall not, in India, the Philippines, or North America, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research at the time of the termination of Employee's employment.
23. Employee agree and acknowledges that in case of breach of any of the terms of this agreement by the employee, any employee/officer or any third party as authorized by Eli Research may investigate the matter for the understanding of the circumstances surrounding the personal data security breach. It is further agreed by the employee that investigation may include on-site examination of systems, emails, documents, data and procedures and could lead to a recommendation to inform data subjects about a security breach incident where a data controller has not already done so. It is further agreed by the employee that the investigation as to the breach as committed by the employee by the person as specified under this clause shall in no manner be causing any prejudice to the employee and in no manner be termed as breach/violation of any of the right as vested in employee under law in force.

Non-Solicitation

Rajesh K. Kulkarni

24. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.
25. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm and Eli Research shall be well within its right to claim all losses and damages from the employee resulting from the abovesaid activity.
26. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.
27. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any source, contributing editor, consulting editor, editorial advisory board member, or contributor, subscriber, advertiser, customer or business of Eli Research, list of clients/ speakers/serviceproviders and other employees of Eli Research even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival

Ranjeta Ranganekar

28. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
29. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

30. Employee understands and agrees that this agreement compliments the employment agreement and in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and Eli research in addition to the rights as available will be entitled to injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods. Employee agrees that in case of breach of this instant agreement by the employee the losses as shall be suffered by the company cannot be calculated in an exact manner as such in the manner of pre-estimation of losses employee agrees to compensate to Eli Research with a sum equivalent to yearly remuneration as agreed to be paid by the company to employee in addition to the actual losses and damages.

Rajiv Raghav

31. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, whereas in case of termination of employment the employee will have to mandatorily serve the notice period of Two Months unless waived by the management in writing and in case of termination of employment by Eli Research the same can be done either with two months prior notice or salary in lieu thereof.
32. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification

33. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
34. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.
35. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

36. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is

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severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant.

37. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
38. The parties agree that this Agreement is to be governed by and construed under the laws of India. The courts at Delhi shall be having jurisdiction over the matter related to this agreement. That in case of dispute the parties to this agreement agree to submit the same before the sole arbitrator as appointed under Arbitration and Conciliation Act. The venue for Arbitration shall be at Delhi. Without prejudice to the understanding as agreed in this clause. The parties to this agreement also agree that this Agreement shall also be governed by and construed under the laws of the State of North Carolina, without regard to the State's choice of laws' provisions and that the Superior Court for Durham County, North Carolina shall also be having powers to adjudicate the dispute between the parties under this agreement.
39. Employee do hereby undertake that he/she is competent to enter into this agreement and the execution of this agreement shall in no way violate any other agreement/understanding. Employee further agree and declare that the employee is signing this agreement at his/her own free will free from any misrepresentation and there are no existing agreements/understanding as agreed/executed by employee which are in violation of this instant agreement. Employee further undertake and declare that employee is not Director, Partner, Associate whether directly or indirectly with any business involved in same/similar/competitive business operations that of Eli Research.
40. This **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** is confidential in nature and is subject to copyright protection. Unauthorized distribution of this document is not permitted and the employee is not entitled to share the copy of this agreement with any one without prior permission from Eli Research, except where law enforcement agencies have requested a delay for investigative purposes. Even in such circumstances consideration should

Kanjivra Kogankar

be given to informing affected data subjects to Eli Research as soon as the progress of the investigation allows.

41. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 16 day of May 2016, _____.

Ranjeeta Kogankar

Employee's Signature

For Eli Research India Private Limited

Ranjeeta Kogankar

NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT

This NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT ("Agreement") is made at Delhi on _____ [date] day of _____ [month] 20____ [year]

By and Between

Eli Research India Private Limited, a company incorporated under the Companies Act 1956 having its registered office at _____ and corporate office at _____, herein after called as "Eli Research" the term which shall include all its group companies, subsidiaries, affiliates, successors and assigns)

AND

SATISH NATH MENON _____ ("Employee") having its permanent address as _____ local address as _____, Aadhar No. _____ hereby agree and promise as follows: holding PAN.

DEFINITIONS

"**Confidential Information**" shall mean any technical, commercial or other information relating to Eli Research and shall include without limitation, all information, research, development, designs, information, business activities and plans, list of clients/speakers, the method and manner of doing business, trade secrets, security procedures, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, vendor, customer and distributor names, pricing information, market definitions, business and financial plans, inventions, and ideas, information and materials related to the Eli Research's operations, business activities and plans, the method and manner of doing business which are not generally known and which Employee may learn through or because of association with the Eli Research. It shall include information which is disclosed orally, in writing, pictorial, graphic, magnetic, electrical or machine readable form or any other form, from time to time, by Eli Research to the Employee. In addition, the existence of this Agreement and the discussions between Eli Research and the Employee and the contents and subject matter hereof and thereof shall be deemed Confidential Information.

"**Intellectual Property Rights**" shall mean the rights to patents, designs, trade secrets, copyrights, databases, know-how, computer source code, list of clients & speakers and all other Intellectual Property Rights, in each case whether registered or unregistered and with or without goodwill and includes applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world in that intangible property exemplified by the foregoing list but not limited thereto;

"**Computer**" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

"**Computer Network**" means the interconnection of one or more Computers or Computer systems or Communication device through- (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained;

"**Computer System**" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer program electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions;

Satish

"Computer Resource" means computer, communication device, computer system, computer network, data, Computer Database or software;

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer. Unless otherwise indicated, terms used in this agreement have the same meaning as that stated in the Information Technology Act, 2000 in INDIA and UK Data Protection Act 1988;

"Computer Database" means a representation of information, knowledge, facts, concepts or instructions in text, image, audio, video that are being prepared or have been prepared in a formalized manner or have been produced by a computer, computer system or computer network and are intended for use in a computer, computer system or computer network;

"Eli Materials"

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (d) listserv content; (e) information regarding customers and subscribers including customer and subscriber lists/databases and information; (f) source lists/databases; (g) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or developed or derived by Eli Research at any time; (h) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, or any person or entity associated or doing business with Eli Research; (i) subscription rates or product pricing; (j) operations and operating procedures; (k) business development and marketing techniques; (l) information about acquisition targets or plans; (m) patents and patent applications, (n) copyrights and copyright applications; (o) trademark and trademark applications; (p) information about disputes between Eli Research and any person or entity; (q) information about litigation involving Eli Research; (r) guidelines, manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (s) information and data regarding renewal rates or conversion rates; (t) customer or subscriber surveys or feedback; (u) technology whether related to internal operations or external business such as product delivery; (v) advertising criteria, techniques, and pricing; (w) all financial data or any materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (x) all other commercially sensitive information owned by Eli Research.

Scope

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as "Eli Materials."
4. Employee agrees that in furtherance of the access to Eli Materials, the employee shall be given access to computer, computer system, computer network, Computer Database, data, computer source code, list of clients/speakers, various processes relating to various processes and work of Eli Research.
5. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.
6. Employee understands and agrees that this Agreement regulates and governs the processing of data including personal data of vendors, clients, customers, speakers, suppliers and other business associates. It confirms a uniform and globally

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acceptable data protection rights, Intellectual Property Rights and standard for data protection, based on universally accepted and recognized laws and principles. The agreement provides pre-requisite for the exchange of data and information between the companies, business associates and their employees, authorized representatives, where the data/subject shall always be for the Eli Research's use and shall in no way be processed for personal gains.

7. Employee understands and agrees that Eli Research has implemented requisite technical and organizational measures for the protection of data and Eli material. These measures protect data, Confidential Information from unlawful processing and unauthorized access and/or non-permitted disclosure, as well as accidental loss, modification, or destruction. These technical and organizational measures are subject to constant revision in accordance with technological developments and organizational changes.

Ownership

8. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, computer, computer source, computer network or personnel, are and shall remain the property of Eli Research.
9. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials, data, computer source code, Computer Database, information and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
10. Employee acknowledges and agrees that it has been specifically employed by Eli Research for the performance of duties as detailed to employee and also for development of work, data, Computer Database, Eli material, etc. Employee further acknowledges and agrees that the work, data, Computer Database, Eli material, computer source code etc. conceived, made, developed and/or created by employee, either solely or jointly with others pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a "work made for hire" for copyright purposes, with all Intellectual Property Rights vesting and accruing therein owned by Eli Research. The employee hereby confirm, certify and state that the content provided/developed by the employee under this agreement for the Programs/projects and other assignments is original and developed by the employee as a 'Work for hire' for Eli Research. The employee confirms that all the rights, title and interests in the content including information, data, Computer Database shall stand vested and owned by Eli Research worldwide. The employee hereby further assign any/all rights, title and interest if any belonging or owned by employee to Eli Research and shall sign whatever documents in future as are required in this regard. The employee further undertook that it has no objection, in Eli research using such content including information, data, Computer Database, in any manner for any purpose at its own discretion including exercising the right to amend, modify, reproduce, display or sell such content including information, data, Computer Database to any third party for any further commercial use or to use the same in furtherance of its business and trade.

To the extent that the work product of the employee under this Agreement is not considered a "work made for hire", employee hereby, without any further consideration, irrevocably assigns to Eli Research, its successors and assigns, all rights, title and interest in and to the work product of employee under this Agreement, free and clear of all liens and encumbrances, which shall be the sole property of Eli Research. Employee hereby agrees to assist Eli Research (at Eli Research's expense) in perfecting its title with respect to such work product and filing applicable registrations thereon. Employee shall execute all documents and do all other things (including testifying at Eli Research's expense) necessary or proper to obtain all applicable registrations thereon and to vest with full title thereto. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employees inventions and works.

Preservation of Trade Secrets

11. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials and information, data, computer database, computer source code pertaining to Eli Research and such other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli

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Research, at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.

12. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify to his/her reporting manager and head of Human Resource Department of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
13. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
14. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.
Employee agree and acknowledge the fact that in case of failure of delivery of Eli Material by the employee or in case of retaining of the copy of Eli Material, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, by the employee whether directly or with the aid of any third party including any existing employee of Eli Research, shall irrespective to the fact that Employee has obtained No Objection Certificate/ Clearance from Eli Research or not or whether or not utilized the same for himself or whether during or after employment has passed on the said information to any third party, whether for gain of any nature/form or otherwise the employee shall be guilty of offence of breach of confidentiality, criminal breach of trust, criminal misappropriation of property and such other offences as shall be applicable and Eli research shall be well within its right to initiate appropriate legal action before the court of law and employee shall be liable to deposit all money made with Eli Research along with the disclosure of details of third party and the manner of use of such information.

Devotion of Services

15. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research. Employee further agrees that at the time of joining of Eli Research, the employee shall declare the details of his association with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for fixed fee or profit sharing bases and from the date of joining Eli Research and during the tenure of service, shall not be engaged himself/herself with anybody corporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for consideration or otherwise.
Employee by executing this instant agreement agree and acknowledge that in furtherance of the service of employee with Eli Research or otherwise, the employee, in absence of any written permission from Eli Research shall not:
 - (a) access or secure access to such computer, computer system or computer network or computer resource, owned by Eli Research, its associate and/or client;
 - (b) download, copy or extract any data whether in personal devices/personal email ids or otherwise, computer data base or information from such computer, computer system or computer network, owned by Eli Research, its associate and/or client, including information or data held or stored in any removable storage medium
 - (c) Introduce or causes to be introduced any computer contaminant or computer virus into any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (d) Damage or causes to be damaged any computer, computer system or computer network, data, computer data base or any other programs residing in such computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (e) Disrupt or causes disruption of any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
 - (f) deny or causes the denial of access to any person authorized to access any computer, computer system or computer network, owned by Eli Research, its associate and/or client, by any means;
 - (g) provide any assistance to any person to facilitate access to a computer, computer system or computer network, owned by Eli Research, its associate and/or client, in contravention of the provisions of Information Technology Act 2000 [as amended by the Act of 2008], rules or regulations made thereunder including any other/further amendment,

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- (h) Tamper with or manipulate any computer, computer system, or computer network, owned by Eli Research, its associate and/or client;
 - (i) Destroy, delete or alter any information residing in a computer resource, owned by Eli Research, its associate and/or client or diminishes its value or utility or affects it injuriously by any means
 - (j) Steal, conceal, destroy or alters or causes any person to steal, conceal, destroy or alter any computer source code used for a computer resource, owned by Eli Research, its associate and/or client, with an intention to cause damage or to make benefit or otherwise.
16. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research. It is agreed by employee that during the tenure of employment of employee with Eli research, the employee shall not send any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages. It is further agreed by the employee that during the tenure of employment of employee with Eli research, it shall not receive or retain any stolen computer resource or communication device knowing or having reason to believe the same to be stolen computer resource or communication device. Further during the tenure of employment of employee with Eli research, the employee shall not fraudulently or dishonestly make use of the electronic signature, password or any other unique identification feature of any other person. It is agreed by employee that it shall during the tenure of the employment with Eli Research shall not whether directly or indirectly, involve himself/herself an act of Cyber Terrorism.
17. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform the reporting manager and head HR in writing, of the Employee's knowledge in that regard.

Non-Competition

18. Employee understands and agrees that the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act and other allied laws as in force in India. Further Employee understands and agrees that the said Trade Secrets are liable to be protected from any unauthorized person and the failure to protect the trade secret shall be inter alia an offence punishable inter alia the provisions of Indian Penal Code and Information Technology Act.
19. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes of Eli Research.
20. Employee understands and agrees that any disclosure of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes of Eli Research, would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.
21. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials, Data, Computer Database, computer source code or any other information, data, details of clients/customers/speakers/processes.
22. Employee agrees and promises that during his/her employment with Eli Research (whether voluntarily or involuntarily), the Employee shall not, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research. The Employee further agrees and warrants that during his/her course of employment with the Eli Research and thereafter, it shall not circumvent the business or roles of the Eli Research for its own benefits while/by dealing with the clients/vendors/partners /agents/representatives of Eli Research.

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23. Employee agree and acknowledges that in case of breach of any of the terms of this agreement by the employee, any employee/officer or any third party as authorized by Eli Research may investigate the matter for the understanding of the circumstances surrounding the personal data security breach. It is further agreed by the employee that investigation may include on-site examination of systems, emails, documents, data and procedures and could lead to a recommendation to inform data subjects about a security breach incident where a data controller has not already done so. It is further agreed by the employee that the investigation as to the breach as committed by the employee by the person as specified under this clause shall in no manner be causing any prejudice to the employee and in no manner be termed as breach/violation of any of the right as vested in employee under law in force.

Non-Solicitation

24. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.
25. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm and Eli Research shall be well within its right to claim all losses and damages from the employee resulting from the above said activity.
26. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.
27. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any source, or contributor, subscriber, advertiser, customer or business of Eli Research, list of clients/ speakers/service providers and other employees of Eli Research even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival

28. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
29. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

30. Employee understands and agrees that this agreement compliments the employment agreement and in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and Eli research in addition to the rights as available will be entitled to

injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods. Employee agrees that in case of breach of this instant agreement by the employee the losses as shall be suffered by the company cannot be calculated in an exact manner as such in the manner of pre-estimation of losses employee agrees to compensate to Eli Research with a sum equivalent to yearly remuneration as agreed to be paid by the company to employee in addition to the actual losses and damages.

31. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, whereas in case of termination of employment the employee will have to mandatorily serve the notice period of Two Months unless waived by the management in writing and in case of termination of employment by Eli Research the same can be done either with two months prior notice or salary in lieu thereof.
32. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification

33. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
34. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.
35. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

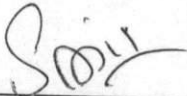
36. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant.
37. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
38. The parties agree that this Agreement is to be governed by and construed under the laws of India. The courts at Delhi shall be having jurisdiction over the matter related to this agreement. Without prejudice to the understanding as agreed in this clause, the Employee also agrees and acknowledges that Eli Research shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement, even through its parent company Eli Global the agreed governing law for which is laws of State of North Carolina and courts of Durham, North Carolina shall have exclusive jurisdiction in this regard.
39. Employee do hereby undertake that it is competent to enter into this agreement and the execution of this agreement shall in no way violate any other agreement/understanding. Employee further agree and declare that the employee is signing this agreement at his/her own free will free from any misrepresentation and there are no existing agreements/understanding as

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agreed/executed by employee which are in violation of this instant agreement. Employee further undertake and declare that employee is not Director, Partner, Associate whether directly or indirectly with any business involved in same/similar/competitive business operations that of Eli Research.

40. This Agreement is confidential in nature and is subject to copyright protection. Unauthorized distribution of this document is not permitted and the employee is not entitled to share the copy of this agreement with anyone without prior permission from Eli Research, except where law enforcement agencies have requested a delay for investigative purposes. Even in such circumstances consideration should be given to informing affected data subjects to Eli Research as soon as the progress of the investigation allows.

41. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, _____.



Employee's Signature

For Eli Research India Private Limited

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NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT

This NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT is made at Delhi on 13 [date] day of September [month] 2016 [year]

By and Between

Eli Research India Private Limited, a company incorporated under the Companies Act 1956 having its registered office at New Delhi and corporate office at Kaundhar, herein after called as "Eli Research" the term which shall include all its group companies, subsidiaries, affiliates, successors and assigns)

AND

Sathy Sharan S ("Employee") having his permanent address as [REDACTED] address as [REDACTED] PAN NO. [REDACTED], AadharNo. [REDACTED] hereby agree and promise as follows:

RECITAL -Business of Eli Research

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and

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commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as "Eli Materials."

4. Employee agrees that in furtherance of the access to Eli Materials, the employee shall be given access to computer, computer system, computer network, computer database, data, computer source code, list of clients/speakers, various processes relating to various processes and work of Eli Research.
5. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.
6. Employee understands and agrees that this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT regulates and governs the processing of data including personal data of vendors, clients, customers, speakers, suppliers and other business associates. It confirms a uniform and globally acceptable data protection rights, Intellectual Property Rights and standard for data protection, based on universally accepted and recognized laws and principles. The agreement provides pre-requisite for the exchange of data and information between the companies, business associates and their employees, authorized representatives, where the data/subject shall always be for the Eli Research's use and shall in no way be processed for personal gains.
7. Employee understands and agrees that Eli Research has implemented requisite technical and organizational measures for the protection of data and Eli material. These measures protect data, confidential information from unlawful processing and unauthorized access and/or non-permitted disclosure, as well as accidental loss, modification, or destruction. These technical and organizational measures are subject to constant revision in accordance with technological developments and organizational changes.

DEFINITION -



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Access – Access means gaining entry into, instructing or communicating with the logical, arithmetical, or memory function resources of a computer, computer system or computer network.

"Confidential Information" shall mean any technical, commercial or other information relating to Eli Research and shall include without limitation, all information, research, development, designs, information, business activities and plans, list of clients/speakers, the method and manner of doing business, trade secrets, security procedures, data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, vendor, customer and distributor names, pricing information, market definitions, business and financial plans, inventions, and ideas, information and materials related to the Eli Research's operations, business activities and plans, the method and manner of doing business which are not generally known and which Employee may learn through or because of association with the Eli Research. It shall include information which is disclosed orally, in writing, pictorial, graphic, magnetic, electrical or machine readable form or any other form, from time to time, by Eli Research to the Employee. In addition, the existence of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** and the discussions between Eli Research and the Employee and the contents and subject matter hereof and thereof shall be deemed Confidential Information.

"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over the matters associated with this instant agreement or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

"Intellectual Property Rights" shall mean the rights to patents, designs, trade secrets, copyrights, databases, know-how, computer source code, list of clients & speakers and all other intellectual property rights, in each case whether registered or unregistered and with or without goodwill and includes applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world in that intangible property exemplified by the foregoing list but not limited thereto;



"Law(s)" shall mean all applicable laws including the Information Technology Act as amended upto date, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority, whether in effect on the date of this **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** or thereafter;

"NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT" shall mean this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT in accordance with the provisions of this NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT;

"Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network;

"Computer Network" means the interconnection of one or more Computers or Computer systems or Communication device through- (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained;

"Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer program electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions;



"Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software;

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer. Unless otherwise indicated, terms used in this agreement have the same meaning as that stated in the Information Technology Act, 2000 in INDIA and UK Data Protection Act 1988;

"Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device;

"Function", in relation to a computer, includes logic, control, arithmetical process, deletion, storage and retrieval and communication or telecommunication from or within a computer;

"Information" includes data, message, text, images, sound, voice, codes, computer programs, software and databases or micro film or computer generated micro fiche;

"Originator" means a person who sends, generates, stores or transmits any electronic message or causes any electronic message to be sent, generated, stored or transmitted to any other person but does not include an intermediary;

"Computer Contaminant" means any set of computer instructions that are designed - (a) to modify, destroy, record, transmit data or program residing within a computer, computer system or computer network; or (b) by any means to usurp the normal operation of the computer, computer system, or computer network;

"Computer Database" means a representation of information, knowledge, facts, concepts or instructions in text, image, audio, video that are being prepared or have been prepared in a formalized manner or have been produced



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by a computer, computer system or computer network and are intended for use in a computer, computer system or computer network;

"Computer Virus" means any computer instruction, information, data or programme that destroys, damages, degrades or adversely affects the performance of a computer resource or attaches itself to another computer resource and operates when a programme, data or instruction is executed or some other event takes place in that computer resource;

"Damage" means to destroy, alter, delete, add, modify or re-arrange any computer resource by any means;

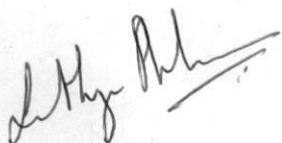
"Computer Source Code" means the listing of programmes, computer commands, design and layout and programme analysis of computer resource in any form;

"Electronic mail" and **"Electronic Mail Message"** means a message or information created or transmitted or received on a computer, computer system, computer resource or communication device including attachments in text, image, audio, video and any other electronic record, which may be transmitted with the message.

Processing of personal data is any action that serves to organize, access, collect, save, combine, store, change, use, transmit, distribute, pass on or reconcile the data, carried out with or without the assistance of automated processes, which shall include deleting, destroying, or blocking data and data storage media.

"Eli Materials"

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (d) listserv content; (e) information regarding customers and subscribers including customer and subscriber lists/databases and information; (f) information regarding prospective customers and subscribers including prospect lists/databases; (g) source lists/databases; (h) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or

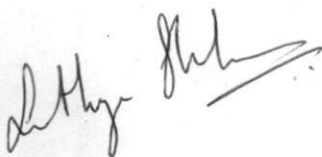


developed or derived by Eli Research at any time; (h) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, or any person or entity associated or doing business with Eli Research; (i) subscription rates or product pricing; (j) operations and operating procedures; (k) business development and marketing techniques; (l) information about acquisition targets or plans; (m) patents and patent applications, (n) copyrights and copyright applications; (o) trademark and trademark applications; (p) information about disputes between Eli Research and any person or entity; (q) information about litigation involving Eli Research; (r) guidelines, manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (s) information and data regarding renewal rates or conversion rates; (t) customer or subscriber surveys or feedback; (u) technology whether related to internal operations or external business such as product delivery; (v) advertising criteria, techniques, and pricing; (w) all financial data or any materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (x) all other commercially sensitive information owned by Eli Research.

Interpretation:

In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, except where the context otherwise requires:

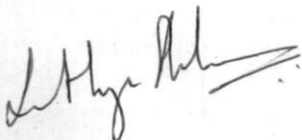
- (a) References to "**Rupees**" and to "**Rs.**" are references to the lawful currency of the Republic of India;
- (b) Any reference to a Law, statute or provision includes a reference to that Law, statute or provision as from time to time modified, amended or re-enacted or as its application is modified by other provisions and to any repealed statute or statutory provision which it re-enacts (with or without modification) and to any delegated legislation or regulation made under its terms;



- (c) References to a particular recital, article or annexure shall be a reference to that recital, article or annexure in or to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT;
- (d) In this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT, the headings are inserted for ease of reference only and shall not be used to define, interpret or limit any of the provisions of this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT; and
- (e) Words importing the singular shall include the plural & vice versa and references to natural persons shall include bodies corporate & vice versa. Any reference to third party shall mean any person or entity other than a Party to this NON-COMPETITION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT or an affiliate of such Party

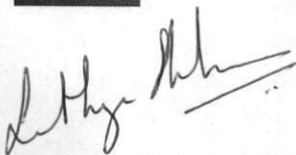
Ownership

- 8. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, computer, computer source, computer network or personnel, are and shall remain the property of Eli Research.
- 9. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials, data, computer source code, computer database, information and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
- 10. Employee acknowledges and agrees that he/she has been specifically employed by Eli Research for the performance of duties as detailed to employee and also for development of work, data, computer database, Eli material, etc. Employee further acknowledges and agrees that the work, data, computer database, Eli material, computer source code etc. conceived, made, developed and/or created by employee, either solely or jointly with others



pursuant to this Agreement, is, and shall, for all intents and purposes, be deemed a "work made for hire" for copyright purposes, with all intellectual property rights vesting and accruing therein owned by Eli Research. The employee hereby confirm, certify and state that the content provided/developed by the employee under this agreement for the Programs/projects and other assignments is original and developed by the employee as a 'Work for hire' for Eli Research. The employee confirms that all the rights, title and interests in the content including information, data, computer database shall stand vested and owned by Eli Research worldwide. The employee hereby further assign any/all rights, title and interest if any belonging or owned by employee to Eli Research and shall sign whatever documents in future as are required in this regard. The employee further undertook that he/she has no objection, in Eli research using such content including information, data, computer database, in any manner for any purpose at its own discretion including exercising the right to amend, modify, reproduce, display or sell such content including information, data, computer database to any third party for any further commercial use or to use the same in furtherance of its business and trade.

To the extent that the work product of the employee under this Agreement is not considered a "work made for hire", employee hereby, without any further consideration, irrevocably assigns to Eli Research, its successors and assigns, all rights, title and interest in and to the work product of employee under this Agreement, free and clear of all liens and encumbrances, which shall be the sole property of Eli Research. Employee hereby agrees to assist Eli Research (at Eli Research's expense) in perfecting its title with respect to such work product and filing applicable registrations thereon. Employee shall execute all documents and do all other things (including testifying at Eli Research's expense) necessary or proper to obtain all applicable registrations thereon and to vest with full title thereto. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employees inventions and works.



Eli

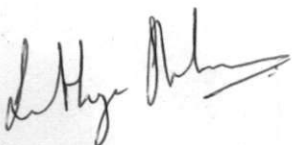
India

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Preservation of Trade Secrets

11. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials and information, data, computer database, computer source code pertaining to Eli Research and such other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computersystem, computer network of Eli Research, at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.
12. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify to his/her reporting manager and head of Human Resource Department of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
13. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
14. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.

Employee agree and acknowledge the fact that in case of failure of delivery of Eli Material by the employee or in case of retaining of the copy of Eli Material, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in



Eli

India

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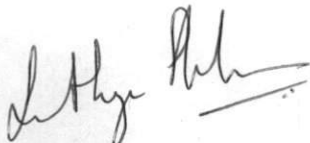
past or present, in computersystem, computer network of Eli Research, by the employee whether directly or with the aid or any third party including any existing employee of Eli Research, shall irrespective to the fact that Employee has obtained No Objection Certificate/ Clearance from Eli Research or not or whether or not utilized the same for himself or whether during or after employment has passed on the said information to any third party, whether for gain of any nature/form or otherwise the employee shall be guilty of offence of breach of confidentiality, criminal breach of trust, criminal misappropriation of property and such other offences as shall be applicable and Eli research shall be well within its right to initiate appropriate legal action before the court of law and employee shall be liable to deposit all money made with Eli Research along with the disclosure of details of third party and the manner of use of such information.

Devotion of Services

15. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research. Employee further agrees that at the time of joining of Eli Research, the employee shall declare the details of his association with anybodycorporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for fixed fee or profit sharing bases and from the date of joining Eli research and during the tenure of service, shall not be engaged himself/herself with anybodycorporate, firm, company or other business and/or organization as Director, Consultant or otherwise, whether for consideration or otherwise.

Employee by executing this instant agreement agree and acknowledge that in furtherance of the service of employee with Eli Research or otherwise, the employee, in absence of any written permission from Eli Research shall not:

- (a) access or secure access to such computer, computer system or computer network or computer resource, owned by Eli Research, its associate and/or client;
- (b) download, copy or extract any data whether in personal devices/personal email Ids or otherwise, computer data base or information from such computer, computer system or computer network, owned by Eli



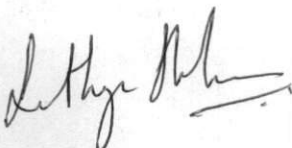
Research, its associate and/or client, including information or data held or stored in any removable storage medium

- (c) Introduce or causes to be introduced any computer contaminant or computervirus into any computer, computer system or computer network, owned by Eli Research, its associate and/or client;
- (d) Damage or causes to be damaged any computer, computer system or computernetwork, data, computer data base or any other programs residing in such computer, computer system or computer network, owned by Eli Research, its associate and/or client;
- (e) Disrupt or causes disruption of any computer, computer system or computernetwork, owned by Eli Research, its associate and/or client;
- (f) deny or causes the denial of access to any person authorized to access any computer, computer system or computer network, owned by Eli Research, its associate and/or client, by any means;
- (g) provide any assistance to any person to facilitate access to a computer, computer system or computer network, owned by Eli Research, its associate and/or client, in contravention of the provisions of Information Technology Act 2000 [as amended by the Act of 2008], rules or regulations made thereunder including any other/further amendment,
- (h) Tamper with or manipulate any computer, computer system, or computer network, owned by Eli Research, its associate and/or client;
- (i) Destroy, delete or alter any information residing in a computer resource, owned by Eli Research, its associate and/or client or diminishes its value or utility or affects it injuriously by any means
- (j) Steal, conceal, destroy or alters or causes any person to steal, conceal, destroy or alter any computer source code used for a computer resource, owned by Eli Research, its associate and/or client, with an intention to cause damage or to make benefit or otherwise.

16. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research. It is agreed by employee that during the tenure of employment of employee with Eli research, the employee shall not send any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages. It is further agreed by the employee that during the tenure of employment of employee with Eli research, he/she shall not receive or retain any stolen computer resource or communication device knowing or having reason to believe the same to be stolen computer resource or communication device. Further during the tenure of employment of employee with Eli research, the employee shall not fraudulently or dishonestly make use of the electronic signature, password or any other unique identification feature of any other person. It is agreed by employee that it shall during the tenure of the employment with Eli Research shall not whether directly or indirectly, involve himself/herself an act of Cyber Terrorism.
17. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform the reporting manager and head HR in writing, of the Employee's knowledge in that regard.

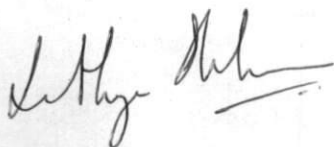
Non-Competition

18. Employee understands and agrees that the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes as saved, whether in past or present, in computer system, computer network of Eli Research, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act and other allied laws as in force in India. Further Employee understands and agrees that the said Trade Secrets are liable to be protected from any unauthorized person and the failure to protect



the trade secret shall be inter alia an offence punishable inter alia the provisions of Indian Penal Code and Information Technology Act.

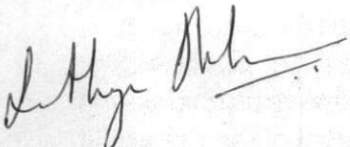
19. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research.
20. Employee understands and agrees that any disclosure of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes of Eli Research, would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.
21. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials, Data, Computer Database, Computer Source Code or any other information, data, details of clients/customers/speakers/processes.
22. Employee agrees and promises that during his/her employment with Eli Research (whether voluntarily or involuntarily), the Employee shall not, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research. The Employee further agrees and warrants that during his/her course of employment with the Eli Research and thereafter, it shall not circumvent the business or roles of the Eli Research for its own benefits while/by dealing with the clients/vendors/partners /agents/representatives of Eli Research.
23. Employee agree and acknowledges that in case of breach of any of the terms of this agreement by the employee, any employee/officer or any third party as authorized by Eli Research may investigate the matter for the understanding of the circumstances surrounding the personal data security breach. It is further agreed by the employee that investigation may include on-site examination of systems, emails, documents, data and procedures and



could lead to a recommendation to inform data subjects about a security breach incident where a data controller has not already done so. It is further agreed by the employee that the investigation as to the breach as committed by the employee by the person as specified under this clause shall in no manner be causing any prejudice to the employee and in no manner be termed as breach/violation of any of the right as vested in employee under law in force.

Non-Solicitation

24. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.
25. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm and Eli Research shall be well within its right to claim all losses and damages from the employee resulting from the abovesaid activity.
26. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.
27. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity,



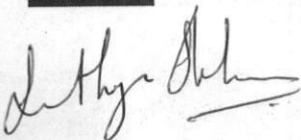
solicit, divert, take away, or attempt to solicit, divert, or take away any source, or contributor, subscriber, advertiser, customer or business of Eli Research, list of clients/ speakers/serviceproviders and other employees of Eli Research even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival

28. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
29. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

30. Employee understands and agrees that this agreement compliments the employment agreement and in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and Eli research in addition to the rights as available will be entitled to injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable

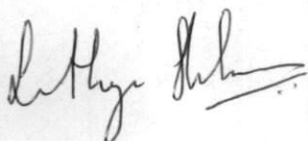


relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods. Employee agrees that in case of breach of this instant agreement by the employee the losses as shall be suffered by the company cannot be calculated in an exact manner as such in the manner of pre-estimation of losses employee agrees to compensate to Eli Research with a sum equivalent to yearly remuneration as agreed to be paid by the company to employee in addition to the actual losses and damages.

31. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, whereas in case of termination of employment the employee will have to mandatorily serve the notice period of Two Months unless waived by the management in writing and in case of termination of employment by Eli Research the same can be done either with two months prior notice or salary in lieu thereof.
32. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification

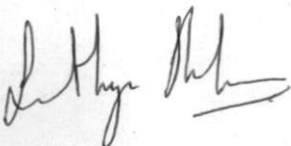
33. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
34. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.
35. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or



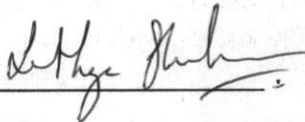
amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

36. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant.
37. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
38. The parties agree that this Agreement is to be governed by and construed under the laws of India. The courts at Delhi shall be having jurisdiction over the matter related to this agreement. Without prejudice to the understanding as agreed in this clause, the parties to this Agreement also agree that this Agreement shall also be governed by and construed under the laws of the State of North Carolina, without regard to the State's choice of laws' provisions and that the Superior Court for Durham County, North Carolina shall also be having powers to adjudicate the dispute between the parties under this agreement.
39. Employee do hereby undertake that he/she is competent to enter into this agreement and the execution of this agreement shall in no way violate any other agreement/understanding. Employee further agree and declare that the employee is signing this agreement at his/her own free will free from any misrepresentation and there are no existing agreements/understanding as agreed/executed by employee which are in violation of this instant agreement. Employee further undertake and declare that employee is not Director, Partner, Associate whether directly or indirectly with any business involved in same/similar/competitive business operations that of Eli Research.

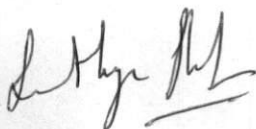


40. This **NON-COMPETITION, CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT** is confidential in nature and is subject to copyright protection. Unauthorized distribution of this document is not permitted and the employee is not entitled to share the copy of this agreement with any one without prior permission from Eli Research, except where law enforcement agencies have requested a delay for investigative purposes. Even in such circumstances consideration should be given to informing affected data subjects to Eli Research as soon as the progress of the investigation allows.
41. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 13 day of September, 2016.



Employee's Signature

For Eli Research India Private Limited





**NON-COMPETITION, CONFIDENTIALITY,
AND NON-SOLICITATION AGREEMENT**

Eli Research India Private Limited, Inc., its subsidiaries, affiliates, successors and assigns ("Eli Research"), and

SUJIT PINUSA PATINAYAK ("Employee") hereby agree and promise as follows:

Business of Eli Research

1. Employee understands and agrees that Eli Research is engaged in a highly competitive business at international, national, regional, and local levels; that Eli Research produces unique and novel products and content; and that the services to be rendered by the Employee are of a special and unique value to Eli Research.
2. Employee understands and agrees that Employee shall be engaged in Eli Research's business, including the gathering and dissemination of information and data, throughout the world.
3. Employee agrees and acknowledges that strictly and exclusively by virtue of the employment relationship with Eli Research and the special trust and confidence placed in the Employee by Eli Research, the Employee will be taught, exposed to and given access to proprietary, confidential and commercially sensitive materials, information, and techniques, that constitute trade secrets and are extremely valuable to Eli Research. These materials, technologies, and information are referred to as the "Eli Materials."
4. Employee understands and agrees that Eli Materials are used to operate its business, create its products, and sell its products. Eli Research's development, maintenance of, and involvement in the Eli Materials have required and continue to require the expenditure of substantial amounts of time, money, and resources, as well as the use of skills, knowledge and expertise developed over a long period of time.

Eli Materials

Employee understands and agrees that the Eli Materials include, but are not limited to, (a) pre-publication or pre-dissemination products; (b) products in development; (c) story/article/content/idea banks; (c) listserv content; (d) information regarding customers and subscribers including customer and subscriber lists/databases and information; (e) information regarding prospective customers and subscribers including prospect lists/databases; (f) source lists/databases; (g) rolodexes or other compendiums of contacts that include any contacts or sources or subscribers or vendors or contributors or experts developed or derived by you during employment with Eli Research or developed or derived by Eli Research at any time; (h) Editorial Advisory Board member information lists/databases; (i) Consulting or Contributing Editors' information lists/databases; (j) compensation, payment, salary or other information regarding any Eli Research employee, independent contractor, source, subscriber, vendor, expert, consultant, Editorial Advisory Board member, Consulting Editor, Contributing Editor, or any person or entity associated or doing business with Eli Research; (k) subscription rates or product pricing; (l) operations and operating procedures; (m) business development and marketing techniques; (n) information about acquisition targets or plans; (o) patents and patent applications, (p) copyrights and copyright applications; (q) trademark and trademark applications; (r) information about disputes between Eli Research and any person or entity; (s) information about litigation involving Eli Research; (t) editorial guidelines, editorial manuals, style guides, product "recipes," product "how-to" guides; launch guidelines and techniques; content critiques or suggestions; (u) information and data regarding renewal rates or conversion rates; (v) customer or subscriber surveys or feedback; (w) technology whether related to internal operations or external business such as product delivery; (x) advertising criteria, techniques, and pricing; (y) all financial data or any



materials related to the financial performance or health of Eli Research or any of its products, divisions, or businesses; (z) all other commercially sensitive information owned by Eli Research.

Ownership

5. Employee understands, agrees, and acknowledges that the Eli Materials, including any and all inventions, designs, improvements, and developments made or conceived by Employee, either alone or in collaboration with others, during Employee's employment with Eli Research, whether or not during working hours and with or without the use of Eli Research's facilities, materials, or personnel, are and shall remain the property of Eli Research.
6. Employee understands and agrees to execute and promptly deliver to Eli Research all necessary materials and do such other acts as may be required to patent, copyright or otherwise protect the Eli Materials including other inventions and works, and any documentation or other materials pertaining thereto, and to vest the entire right and title thereof in Eli Research.
7. Employee understands and agrees that all of Employee's works, together with any documentation or other materials pertaining thereto, shall be considered work made for hire within the meaning of the United States Copyright Act, and Employee hereby assigns to Eli Research all right, title, and interest in and to same. Employee will assist and cooperate with Eli Research or its representatives in any controversy or legal proceeding relating to the Eli Materials, including any other inventions and works. If, for any reason, Employee will not or cannot assist Eli Research in this regard, Employee hereby irrevocably designates and appoints Eli Research and its duly authorized agents as Employee's agents and attorneys-in-fact to execute and file any documents and to do all other lawful acts necessary to protect Eli Research's rights. Eli Research shall have the perpetual and unlimited right, without cost, to use in its business and to sublicense and assign, in whole or in part, the Eli Materials, including all of Employee's inventions and works.

Preservation of Trade Secrets

8. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are never disseminated to, communicated to, exposed to, or available to any individual or entity outside of Eli Research.
9. Employee agrees and promises that during Employee's employment with Eli Research and continuing after the termination of Employee's employment with Eli Research, the Employee shall immediately notify Greg Lindberg of any acts or omissions by any person or entity (whether employed by Eli Research or not) that appear to be designed to accomplish the unauthorized access, dissemination, or appropriation of the Eli Materials.
10. Employee agrees and promises to safeguard and maintain the strictest secrecy of the Eli Materials at all times (including after the termination of Employee's employment with Eli Research) so as to ensure that the Eli Materials are made available to other Eli Research employees only on a "need to know" basis.
11. Employee agrees and promises that after the termination of Employee's employment with Eli Research, Employee shall never possess, use, disclose, or disseminate the Eli Materials, and upon the cessation of Employee's employment with Eli Research, Employee shall immediately deliver to Eli Research all Eli Materials and all other materials, information, documents, hardware, software, pending projects, pending content, or pending products that are related in any fashion to Eli Research but for whatever reason may not be included in the Eli Materials.

Devotion of Services

A handwritten signature in black ink, appearing to be "Lindberg", written over a horizontal line.



12. Employee agrees and promises that during Employee's employment with Eli Research, Employee shall devote Employee's best efforts, loyalty, good faith, entire working time, and entire ability to the services and best interests of Eli Research.

13. Employee agrees and promises that while employed by Eli Research, Employee shall not (whether directly or indirectly) own, operate, assist, work for, or provide services to any person or entity that competes with Eli Research.

14. Employee agrees and promises that while employed by Eli Research, in the event the Employee is ever approached, contacted, or learns about any person (whether affiliated with Eli Research or not) or entity who intends to compete with Eli Research, recruit Eli Research employees, or solicit Eli Research customers or subscribers, the Employee shall immediately inform Greg Lindberg of the Employee's knowledge in that regard.

Non-Competition

15. Employee understands and agrees that the Eli Materials, individually or collectively, constitute Trade Secrets as defined under North Carolina's Trade Secrets Protection Act.

16. Employee understands and agrees that Eli Research's business is dependent on access to and the continuing secrecy of the Eli Materials.

17. Employee understands and agrees that any disclosure of the Eli Materials would result in immediate competitive application by a competitor or person or entity seeking to compete with Eli Research.

18. Employee understands and agrees that Employee's acceptance of or participation in any employment, consulting relationship, or other business relationship for any person or entity that competes with Eli Research in any field would inevitably result in the disclosure and use of the Eli Materials.

19. Employee agrees and promises that for twenty four (24) months following the termination (whether voluntarily or involuntarily) of Employee's employment relationship with Eli Research, the Employee shall not, in India, the Philippines, or North America, (whether directly or indirectly) own, operate, or perform services that are the same or substantially similar to those performed by Employee while employed by Eli Research for any person or entity engaged in a business that produces, markets, distributes, or sells products or services of a similar nature to those developed or commercialized by Eli Research at the time of the termination of Employee's employment.

Non-Solicitation

20. Employee understands and agrees that by virtue of employment with Eli Research, Employee likely will become familiar with many other employees and independent contractors, including the extent of their knowledge, skills, abilities, compensation, benefits, and other matters not generally known to the public.

21. Employee understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with Eli Research, or hiring of the employees of Eli Research, or other direct or indirect participation in such activities, would be highly detrimental to the business of Eli Research, thereby causing great and irreparable harm.

22. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee shall not, directly or indirectly, solicit, lure, or hire any employee of Eli Research or induce any third party or individual to cease or modify its relationship with

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the Company, or assist or aid in any such activity, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

23. Employee agrees and promises that during Employee's employment with Eli Research and for a period of twenty-four (24) months thereafter, Employee will not, directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any source, contributing editor, consulting editor, editorial advisory board member, or contributor, subscriber, advertiser, customer or business of Eli Research, even if such solicitations are undertaken without the use (which would be impermissible) of the Eli Materials.

Acknowledgement; Survival

24. Employee understands and agrees that the foregoing restrictions on competition are fair and reasonable, given the nature and scope of Eli Research's business operations and the nature of Employee's position with Eli Research. Employee also acknowledges that while employed by Eli Research, Employee will have access to information that would be valuable or useful to Eli Research's competitors and, therefore, acknowledges that the foregoing restrictions on Employee's future employment and business activities are fair and reasonable and will not result in an undue hardship on Employee.
25. Employee understands and agrees that the obligations under this agreement shall survive the termination of Employee's employment with Eli Research and shall be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Employee by Eli Research or any employee, agent, or contractor of Eli Research.

Injunctive Relief; Employment At-Will; Attorney's Fees

26. Employee understands and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Eli Research will suffer irreparable injury for which there is no adequate remedy at law and will be entitled to injunctive relief from a court of competent jurisdiction to enjoin such breach or threatened breach. Employee further acknowledges that Eli Research also will have the right to seek a remedy at law in addition to or in lieu of equitable relief in the event of any such breach. Employee further agrees that the covenants and promises of Employee contained in this Agreement are not unduly burdensome to Employee and that Employee is prepared to seek other non-restricted employment during any restricted periods.
27. Employee understands and agrees that employment with Eli Research is at-will and is not for any fixed term. This Agreement does not in any way restrict the right of either Employee or Eli Research to terminate Employee's employment with Eli Research at any time and for any reason, with one month prior notice or salary in lieu thereof.
28. Employee understands and agrees that if Eli Research must enforce any of its rights in this Agreement through legal proceedings and prevails against Employee, Employee agrees to reimburse Eli Research for all reasonable costs, expenses and attorney's fees incurred by Eli Research in connection with the enforcement of its rights.

Successors; Transfers; Modification


29. Employee understands and agrees that this Agreement shall be binding upon and inure to the benefit of Eli Research and its successors and assigns, and Employee, executors and administrators.
30. Employee understands and agrees that Eli Research shall have the right to assign, transfer, and sell the rights and obligations under this Agreement to another person or entity without notice to or the consent of the Employee.



31. Employee understands and agrees that this Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Employee and an authorized representative of Eli Research.

Severability; Waiver of Breach; Governing Law

32. Employee understands and agrees that if any provision in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, and such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant. In the event that a court of competent jurisdiction determines that any provision of this Agreement is overly broad or unenforceable, Eli Research and Employee specifically request that the court reform such provision so that it is enforceable to the maximum extent permitted by law.
33. Employee understands and agrees that Eli Research's waiver of a breach of any provision of this Agreement by Employee does not waive any subsequent breach by Employee, nor does Eli Research's failure to take action against any other employee for similar breaches operate as a waiver by Eli Research of a breach.
34. The parties agree that this Agreement is to be governed by and construed under the laws of the State of North Carolina, without regard to the State's choice of laws provisions and that the exclusive forum and venue for the litigation of any disputes arising under or relating to this Agreement shall be the Superior Court for Durham County, North Carolina.
35. IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 03 day of JUNE, 2015.



Employee's Signature

For Eli Research India Private Limited